



भारत का राजपत्र

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इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके।
(Separate paging is given to this Part in order that it may be filed as a separate Compilation)

भाग III—खण्ड 4

[PART III—SECTION 4]

विभिन्न निकायों द्वारा जारी की गई विविध अधिसूचनाएं जिसमें कि आदेश, विज्ञापन और सूचनाएं सम्मिलित हैं

[Miscellaneous Notifications including Notifications, Orders, Advertisements and Notices issued by Statutory Bodies]

भारतीय रिजर्व बैंक

बंबई-400001, दिनांक 22 अक्टूबर 1983

सूची "ख"

सं० एल० एन/एस पी एल-2/ए० आर० डी० सी० बाण्ड—कृषि पुनर्वित्त और विकास निगम अधिनियम, 1963 (1963 का 10) की धारा 46 के अधीन बनाये गये कृषि पुनर्वित्त और विकास निगम (निर्गम और प्रबंध) विनियमावली 1969 के विनियम 12 के अनुसरण में दिनांक 30 जून 1983 को समाप्त हुई छमाही के लिए खोये हुए, नष्ट हुए आदि बाण्डों की निम्नलिखित सूची जहां प्रकाशित की जाती है। उक्त बाण्डों के संबंध में प्रथम दृष्टया यह मानने के लिए आधार है कि उक्त बाण्ड खो गया है/खो गये हैं और आवेदक का दावा उचित है। नीचे लिखे दावा करने वालों के अलावा अन्य सभी व्यक्ति, जिनका इन बाण्डों पर कोई दावा हो, प्रबंधक, भारतीय रिजर्व बैंक, बंबई से तुरंत सम्पर्क करें।

5-3/4 प्रतिशत कृषि पुनर्वित्त और विकास निगम बाण्ड, 1986 (VI श्रेणी)

बाण्ड सं०	मूल्य रु	निम्नलिखित के नाम जारी	निम्न दिनांक से व्याज देय	अनुलिपि जारी करने या चुकोटी मूल्य की अवायगी के लिए दावा करने वाले (लों) का (के) नाम	जारी किए गये आदेशों की सं० और दिनांक
ए आर० सी० 6 001288	25,000/-	सेण्डल को-ऑपरेटिव बैंक लिमिटेड, टोंक	28-9-1975	सेण्डल को-ऑपरेटिव बैंक लिमिटेड, टोंक	मागला सं० एल० 1725 संयुक्त प्रबंधक के आदेश और केन्द्रीय कार्यालय डायरी सं० 374 दिनांक 16 दिसम्बर 1980 देखें

घ० अ० भीमनाथवाला
प्रबंधक

कर्मचारी राज्य बीमा निगम

नई दिल्ली, दिनांक 30 सितम्बर 1983

संख्या बी० 33/13/2/82-स्था०-4—कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 के विनियम 10 के साथ पठित कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 25 के अनुसरण में और निगम की अधिसूचना संख्या डब्ल्यू० 33 (11)/277-स्था०-4 दिनांक 20-8-79, 9-10-80 और 26-8-81 का अधिक्रमण करते हुए, अध्यक्ष कर्मचारी राज्य बीमा निगम इसके द्वारा क्षेत्रीय बोर्ड असम क्षेत्र का पुनर्गठन करते हैं जिसमें निम्नलिखित सदस्य होंगे, अर्थात् :—

1. श्रम तथा रोजगार मंत्री, असम सरकार, अध्यक्ष
2. स्वास्थ्य तथा परिवार कल्याण मंत्री, उपाध्यक्ष असम सरकार
3. सचिव, श्रम एवं रोजगार विभाग, असम सरकार, सदस्य
4. प्रशासनिक चिकित्सा अधिकारी, कर्मचारी राज्य बीमा योजना, असम सरकार, राज्य में योजना के सीधे प्रभारी अधिकारी पदेन सदस्य
5. क्षेत्रीय उप-चिकित्सा आयुक्त, कर्मचारी राज्य बीमा निगम, पूर्वो जोन, पटेल सदस्य
6. श्री जे० गोस्वामी, वाईस प्रेसीडेंट, असम मैनुफैक्चर्स एसोसिएशन, सिल्सुरखरी गुवाहाटी-3, नियोजकों के प्रतिनिधि
7. श्री बी० पी० बक्शी चैयरमैन, आल इंडिया मैनुफैक्चर्स, एसोसिएशन, असम ब्रांच, तिनसुखिया, नियोजकों के अतिरिक्त प्रतिनिधि
8. श्री आर० एन० पिह, प्रेसीडेंट, असम मैनुफैक्चर्स एसोसिएशन गवर्नमेंट प्रेस रोड, गोहाटी, —वही—
9. श्री पी० घाटोदार, जर्नल सैक्रेटरी, ए० सी० एम० एम० जीवान पुखन नगर, डिब्रूगढ़, कर्मचारियों के प्रतिनिधि
10. श्री जोतेम खोवर, आर्गोनाइजिंग सैक्रेटरी, आई० एन० टी० यू० सी० ब्रांच, (असम) गोहाटी, कर्मचारियों के अतिरिक्त प्रतिनिधि

11. श्री अनीलेश चन्द्र घोष, सैक्रेटरी, आई० एन० टी० यू० सी० डिस्ट्रिक्ट ब्रांच धुबरी, कर्मचारियों के अतिरिक्त प्रतिनिधि
12. श्री विजय कृष्ण हन्डिक, संसद सदस्य कर्मचारी राज्य बीमा (राज्य सभा सदस्य) निगम के सदस्य पदेन खुशाल कुंवर पथ जोरहाट-1 सदस्य (असम)
13. क्षेत्रीय निदेशक, कर्मचारी राज्य बीमा निगम, क्षेत्रीय कार्यालय, गोहाटी।, सदस्य सचिव

हरमन्दर सिंह
समहानिदेशक

नई दिल्ली, दिनांक 1 अक्टूबर 1983

संख्या एक्स० 11/14/10/77/यो० एवं वि०—कर्मचारी राज्य बीमा (सामान्य) विनियम, 1950 के विनियम 5 के उप विनियम (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए महानिदेशक ने निश्चय किया है कि हरियाणा राज्य की अधिसूचना संख्या 10 (253)-79-5-लेब० दिनांक 9-8-83 जो कि कर्मचारी राज्य बीमा अधिनियम 1948 की धारा 1 की उपधारा (5) के अन्तर्गत-अधिनियम के उपबंधों का उन स्थापनाओं पर विस्तार करने के लिए जारी किया गया था जो कि अधिसूचना में निविष्ट हैं तथा उन स्थापनाओं में वर्ग "क" "ख" तथा "ग" के लिए प्रथम अंशदान एवं प्रथम लाभ तथा अवधियां नियत दिवस 17-9-83 की मध्य रात्रि को बीमा योग्य रोजगार में लगे व्यक्तियों के लिए प्रारम्भ व समाप्त होगी जैसा निम्न सूची में दिया गया है :—

वर्ग	प्रथम अंशदान अवधि		प्रथम लाभ अवधि	
	जिस मध्य रात्रि को प्रारंभ होती है	जिस मध्य रात्रि को समाप्त होती है	जिस मध्य रात्रि को प्रारंभ होती है	जिस मध्य रात्रि को समाप्त होती है
क	17-9-83	28-1-84	16-6-84	27-10-84
ख	17-9-83	31-3-84	16-6-84	29-12-84
ग	17-9-83	26-11-83	16-6-84	25-8-84

संख्या एन-15/13/11/1/82 यो० एवं वि० (1) कर्मचारी राज्य बीमा (सामान्य) विनियम 1950 के विनियम 5 के उपविनियम (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए महानिदेशक ने निश्चय किया है कि निम्न अनुसूची में निर्दिष्ट क्षेत्रों में वर्ग "क" "ख" तथा "ग" के लिये प्रथम अंशदान एवं प्रथम लाभ अवधियों नियत दिवस 1-10-83 की मध्य रात्रि को बीमा योग्य रोजगार में लगे व्यक्तियों के लिये

प्रारंभ व समाप्त होंगे जैसा कि निम्न सूची में दिया गया है :—

वर्ष	प्रथम अंशदान अवधि		प्रथम लाभ अवधि	
	जिस मध्य रात्रि को प्रारंभ होती है	जिस मध्य रात्रि को समाप्त होती है	जिस मध्य रात्रि को प्रारंभ होती है	जिस मध्य रात्रि को समाप्त होती है
क	1-10-83	28-1-84	30-6-84	27-10-84
ख	1-10-83	31-3-84	30-6-84	29-12-84
ग	1-10-83	26-11-83	30-6-84	25-8-74

अनुसूची :—

पंजाब राज्य के —

“जिला फरीदाकोट में राजस्व ग्राम कोटकापुरा हदबस्त संख्या 129 तथा राजस्व ग्राम संधवान हदबस्त संख्या III के अंतर्गत आने वाले क्षेत्र।”

संख्या एन.15/13/11/1/82 यो० एवं बि० (2) कर्मचारी राज्य बीमा (सामान्य) विनियम 1950 के विनियम 95-क के साथ पठित कर्मचारी राज्य बीमा अधिनियम 1948 (1948 का 34) की धारा 46 (2) द्वारा प्रस्तुत शक्तियों के अनुसरण में महानिदेशक ने 2-10-83 ऐसी तारीख के रूप में निश्चित की है जिससे उक्त विनियम 95क तथा पंजाब कर्मचारी राज्य बीमा निगम 1953 में निविष्ट चिकित्सा हितलाभ पंजाब राज्य के निम्नलिखित क्षेत्रों में बीमांकित व्यक्तियों के परिवारों पर लागू किये जायेंगे।

अर्थात्

“जिला फरीदाकोट में राजस्व ग्राम कोटकापुरा हदबस्त संख्या 129 तथा राजस्व ग्राम संधवान हदबस्त संख्या III के अंतर्गत आने वाले क्षेत्र।”

एच० के० अहूजा, निदेशक
(योजना एवं विकास)

RESERVE BANK OF INDIA
PUBLIC DEBT OFFICE

Bombay-400 001, the 22nd October 1983

LIST—'B'

No. LN/SPL-2/A.R.D.C. Bonds.—In pursuance of Regulation 12 of the A.R.D.C. (Issue and Management Bonds) Regulations 1969 framed under Section 46 of the A.R.D.C. Act 1963 (10 of 63) the following list for the half year ended 30th June 1983—of Bonds lost, destroyed etc. in respect of which *prima facie* grounds of exist for believing that the Bonds have been lost and that the claim of the applicant is just, is hereby published. All persons other than the claimants named below, who have any claim upon these bonds should communicate immediately with the Manager Reserve Bank of India, Bombay.

5.3/4% A.R.D.C. BONDS 1986 (VI SERIES)

Bond No.	Value No.	In whose name issued	From what date Bearing interest	Name(s) of the claimant(s) for issue of Duplicate or payment of Discharge value.	No. and date of orders issued
1	2	3	4	5	6
ARC 001288	25,000/-	The Central Co-operative Bank Ltd., Tonk.	28-9-1975	The Central Co-operative Bank Ltd., Tonk.	Case No. L-1725 vide Jt Manager's order and CO. Diary No. 374 dated 16th December 1980.
6					

[G.A. BHIMNATHWALA,
Manager

EMPLOYEES' STATE INSURANCE CORPORATION

New Delhi, the 30th September 1983

No. V-33(13)-2/82-Estt.IV—In pursuance of Section 25 of the Employees' State Insurance Act, 1948 (34 of 1948), read with Regulation 10 of the Employees' State Insurance (General) Regulations, 1950 and in supersession of Corporation's notifications No. W-33(11)-2/77-Estt. IV dated 20-8-79, 9-10-80 and 26-8-81, the Chairman, ESI Corporation hereby reconstitutes the Regional Board for Assam which shall consist of the following namely :—

1. Minister for Labour and Employment, Govt. of Assam. Chairman
2. Minister for Health and Family Welfare, Govt. of Assam. Vice-Chairman

3. Secretary to the Govt. of Assam, Labour and Employment Department Member
4. Administrative Medical Officer ESI Scheme, Govt. of Assam. Officer directly I/c of the ESI Scheme-Member ex-officio.
5. Regional Deputy Medical Commissioner, ESI Corporation, Eastern Zone. Member ex-officio
6. Shri J. Goswami, Vice-President, Assam Manufacturers' Association, Silpukhuri, Gauhati-3. Representative of Employers
7. Shri B.P. Bakshi, Chairman, All India Manufacturers' Association Assam Branch, Tinsukia. Additional representatives of Employers
8. Shri R.N. Singh, President, Assam Manufacturers' Association, Govt. Press Road, Gauhati. Additional representatives of Employers

9. Shri P. Ghatowar,
General Secretary, ACMS
Jibān Phukan Nagar, Dibrugarh. Representative of Employees
10. Shri Jiten Dowerah,
Organising Secretary, INTUC Branch
(Assam) Gauhati. Additional representatives of Employees
11. Shri Anilesh Chandra Ghosh,
Secretary, INTUC District Branch,
Dhubri. re-
12. Shri Bijoy Krishna Handique, MP
(Member of Rajya Sabha)
Kushal Konwar Path,
Jorhat-1
(Assam). Member of the ESI Corporation—
Member ex-officio.
13. The Regional Director,
E.S.I. Corporation,
Assam Region,
Gauhati. Member Secretary

HAR MANDER SINGH,
Director General

New Delhi, the 1st October, 1983

No. X. 11/14/10/77-P&D.—In exercise of the powers conferred by sub-regulation (1) of the Regulation 5 of the Employees' State Insurance (General) Regulations, 1950, the Director General has determined that in the establishments specified in the State Government of Haryana Notification No. 10(253)-79-5-Lab dated 9-8-1983 issued under sub-section (5) of Section I of the ESI Act, 1948, extending the provisions of the said Act to those establishments, the first contribution and first benefit periods for Sets 'A', 'B' and 'C' shall begin and end in respect of persons in insurable employment in the appointed day of midnight of 17-9-1983 as indicated in the table given below :—

Set	First contribution period		First benefit period	
	Begins on midnight of	Ends on midnight of	Begins on midnight of	Ends on midnight of
A	17-9-1983	28-1-1984	16-6-1984	27-10-1984
B	17-9-1983	31-3-1984	16-6-1984	29-12-1984
C	17-9-1983	26-11-1983	16-6-1984	25-8-1984

No. N. 15/13/11/1/82-P&D(1).—In exercise of the powers conferred by sub-regulation (1) of Regulation 5 of the Employees' State Insurance (General) Regulations, 1950, the Director General has determined that in the areas specified in the Schedule given below the first contribution and first benefit periods for Sets 'A', 'B' and 'C' shall begin and end in respect of persons in insurable employment on the appointed day of midnight of 1-10-1983 as indicated in the table given below :—

Set	First contribution period		First benefit period	
	Begins on midnight of	Ends on midnight of	Begins on midnight of	Ends on midnight of
A	1-10-1983	28-1-1984	30-6-1984	27-10-1984
B	1-10-1983	31-3-1983	30-6-1984	29-12-1984
C	1-10-1983	26-11-1983	30-6-1984	25-8-1984

SCHEDULE

"The areas comprised within the revenue village Kotkapura Had Bast No. 129 and revenue village Sandhrwan Had Bast No. 111 in Faridkot District, in the State of Punjab".

No. N. 15/13/11/1/82-P&D(2).—In pursuance of powers conferred by Section 46(2) of the Employees' State Insurance Act, 1948 (34 of 1948), read with Regulation 95-A of the Employees' State Insurance (General) Regulations, 1950, the Director General has fixed the 2nd October, 1983 as the date from which the medical benefits as laid down in the said Regulation 95-A and the Punjab Employees' State Insurance (Medical Benefit) Rules, 1953, shall be extended to the families of insured persons in the following area in the State of Punjab namely :—

"The areas comprised within the revenue village Kotkapura Had Bast No. 129 and revenue village Sandhrwan Had Bast No. 111 in Faridkot District."

H. K. AHUJA,
Director (Plg & Dev)

UNIT TRUST OF INDIA

Bombay, the 4th October 1983

UT/4609/DPD(P&R)77/83-84.—The Provisions of the Monthly Income Unit Scheme (2)-1983 formulated under Section 21 of the Unit Trust of India Act, 1963 are published here below for general information.

THE MONTHLY INCOME UNIT SCHEME—(2) 1983

In exercise of the powers conferred by Section 21 of the Unit Trust of India Act, 1963 (52 of 1963), the Board of the Unit Trust of India hereby makes the following unit scheme.

I. Short Title and Commencement :

- (1) This Scheme shall be called the Monthly Income Unit Scheme—(2) 1983.
- (2) It shall come into force on the 1st day of November 1983.
- (3) Units will be on sale only during such period and for such duration as the Board of Trustees of the Unit Trust of India may from time to time decide. Provided, that the Chairman or Executive Trustee may suspend the sale of units under the scheme totally at any time after the commencement of the scheme by giving a weeks' notice in such newspapers as may be decided.

II. Definitions :

In this Scheme, unless the context otherwise requires—

- (a) the "Act" means the Unit Trust of India Act, 1963;
- (b) "acceptance date" with reference to an application made by an applicant to the Trust for sale or repurchase of units by the Trust means the day on which the Trust after being satisfied that such application is in order accepts the same;
- (c) "Applicant": For the purpose of this scheme an applicant shall include the alternate applicant mentioned in the application form when units are sold for the benefit of a mentally handicapped individual.
- (d) "elderly person" means any individual who, on the date of application has completed 55 years of age;
- (e) "eligible institution" means a Charitable or Religious Trust or Endowment which is administered or controlled or supervised by or under the provisions of any Central or State Enactment, which is for the time being in force or a Society registered under the Societies Registration Act, 1860 engaged, as one of its activities in furthering or protecting the welfare and advancement of interest of handicapped persons, elderly persons or widows.

(f) "handicapped person" means;

- (i) any individual who suffers from any physical disability of such a nature which prevents him from carrying out normal activities of life without some device or assistance either of a mechanical or manual nature or otherwise and who is so certified by any Registered Medical Practitioner; or
- (ii) any individual who suffers from mental disability of such a nature which prevents him from carrying out normal activities of life and is so certified by any Registered Medical Practitioner.

Illustration:

Illustration of such physical handicaps would include partial or total blindness, and/or deafness, dumbness or loss of any limb.

- (g) "number of units deemed to be in issue" means the aggregate of the number of units sold and remaining outstanding;
- (h) "person" shall include an eligible institution as defined above.
- (i) "recognised stock exchange" means a stock exchange, which is, for the time being recognised under the Securities Contracts (Regulation) Act, 1956 (42 of 1956);
- (j) "regulations" means Unit Trust of India General Regulations, 1964 made under Section 43(1) of the Act;
- (k) "unit" means one undivided share of the face value of Rupees one hundred in the unit capital;
- (l) "unit-holder" used as an expression for the purpose of this scheme shall mean and include the applicant where appropriate.
- (m) "widow" means any lady who on the date of the application, has lost her husband and who has not married again.
- (n) all other expressions not defined herein but defined in the Act shall have the respective meanings assigned to them by the Act.

III. Face value of each unit :

The face value of each unit shall be one hundred rupees.

IV. Application for units :

(1) Applications for units may be made by.—

- (a) an individual who is an elderly person or a physically handicapped person or a widow as defined under the scheme;
- (b) a parent, step parent or other lawful guardian on behalf of a minor who is a physically handicapped person or a widow as defined under the scheme;
- (c) an eligible institution as defined under the scheme;
- (d) a parent/step parent or other lawful guardian on behalf of a minor who is mentally handicapped person or an individual for the benefit of another individual who is a mentally handicapped person.

(2) Application shall be made in such form as may be approved by the Chairman of the Trust.

(3) Application shall be made for multiples of 10 units subject to a minimum of 50 units and a maximum of 1000 units. Provided that in the case of an application by an eligible institution the maximum shall be 5000 units.

(4) No person shall apply for units under more than one application. In case a person makes multiple applications, the Trust shall in its sole discretion, accept only one of the applications which is for the highest number of units subject to the maximum and in the event of all the applications being for the same amounts, one of the applications thereof, the rest of the applications being rejected. Further, if at any time during the currency of the scheme, the Trust becomes aware

that a person is either holding more than one unit certificate (originally issued in his name) under the scheme, the unitholder will be allowed to hold only one unit certificate (the one for the highest number of units) and the rest of the unit certificates being repurchased by it at the face value. No interest/Income Distribution will be paid for the excess amount/s invested in units. If any Income Distribution has been wrongly paid in respect of such units, the Trust shall deduct the Income Distribution so paid to the unitholder from the repurchase value of units.

Explanation :

Any applicant who falls within one or more of the eligibility criteria defined under the Scheme may make only application and multiple applications when detected shall be dealt with in the manner stated above.

(5) (i) The payment for the units applied for by an applicant shall be made by him along with the application in cash, cheque or draft. Cheques or drafts should be drawn on branches of banks within the city where the office at which the application is tendered is situated.

(ii) If the payment is made by cheque, the acceptance date will, subject to such cheque being realised, be the date on which the cheque is received by the Trust or by a designated branch of authorised bank. If payment is made by draft the acceptance date will, subject to such draft being realised, be the date of issue of such draft provided the application is received by the Trust or a designated branch of authorised bank within such time as may be deemed reasonable by the Trust. If the amount tendered by way of payment for the units applied for is not sufficient to cover the amount payable for the units applied for, the applicant shall be issued such lower number of units as could be issued under the scheme, the balance due to him shall be refunded at his cost in such manner as the Trust may deem fit.

(iii) A unit certificate will be sent by registered post/recorded delivery with or without acknowledgement to the address given by the applicant. The Trust will not incur any liability for loss, damage, mis-delivery or non-delivery of the unit certificate, so sent.

(iv) A unit certificate issued by the Trust to the eligible institution shall be made out in the name of the eligible institution.

(6) Right of Trust to accept or reject application :

The Trust shall have the right at its sole discretion, to accept and/or reject application for issue of units under the scheme. Any decision of the Trust about the eligibility or otherwise of a person to make an application under the scheme shall be final.

(7) Applicant bound to comply with requirements under the scheme before being issued units :

Persons applying for units under the scheme shall be bound to satisfy the Trust about their eligibility to make an application and comply with all requirements of the Trust. The compliance or otherwise to the satisfaction of the Trust of such requirements shall be at the sole discretion of the Trust.

(8) A person who holds units under a false declaration shall be liable to have the unit certificate cancelled and the name deleted from the register of unitholders. The Trust shall have the right in such an event to repurchase the units at par and recover the Income Distribution wrongly paid from out of the repurchase proceeds and return the balance. The amount shall not carry any interest irrespective of the period it takes the Trust to effect the repurchase and to remit the repurchase proceeds to the applicant.

V. Sale of units :

The contract for sale of units by the Trust shall be deemed to have been concluded on the acceptance date. On such conclusion of the contract for sale, the Trust shall, as soon thereafter as possible, issue to the applicant one unit certificate representing the units sold to him.

VI. Repurchase of units :

(1) The Trust shall not repurchase units before 1st January, 1987.

- (2) The Trust shall during the currency of the Scheme and on or after 1st January, 1987 repurchase at par on receipt by it of the unit certificate/s with the form on the reverse thereof duly filled in provided all the units comprised in the certificate/s are tendered for repurchase. No partial repurchase of units represented by the unit certificate/s shall be permitted. The unitholder while making an application for repurchase shall be bound to surrender all the unpaid Income Distribution Warrants remaining outstanding upto and inclusive of the month of repurchase to the Trust. The Trust shall not on accepting the unit certificate for repurchase be bound to pay any Income Distribution on the units for the future months nor shall any interest be payable on the repurchase proceeds. The certificate and the unpaid Income Distribution Warrants if any, received shall be retained by the Trust for cancellation.
- (3) Notwithstanding anything contained in the foregoing sub-clauses the Trust shall be at liberty while repurchasing the units, in the event of the failure of the unitholder to surrender the Income Distribution Warrants which are then outstanding to deduct from the repurchase price such amount representing the amount of the Income Distribution warrant payable in future as have not been surrendered and pay the balance to the unitholder. On the acceptance of the unit certificate/s by the Trust, the unitholders right to receive future Income Distribution including the Income Distribution for the month of acceptance will cease and the Trust shall have a claim on the amount/s represented by such outstanding Income Distributions.
- (4) A unitholder to be entitled to a full years Income Distribution paid out on a monthly basis should have held the units for a full year. A unitholder who holds the units for a part of the year shall be entitled to receive proportionate Income Distribution for the period of holding which shall always be full English Calendar months of holding, part of a month of whatever length being always ignored.
- (5) In the event of the death of the unitholder and on surrender to the Trust by the legal representative or nominee of the relative unit certificate and the unpaid Income Distribution Warrants outstanding to the deceased unit holder, for the period prior to his death the Trust shall on compliance with the formalities in connection with the recognition of claim repurchase the units at par and pay the outstanding proportionate Income Distribution.
- (6) Payment for units repurchased by the Trust after the deductions, if any, shall be made as early as possible after the acceptance date in such manner as the applicant may indicate in the application. No interest shall, on any account, be payable on the amount due to the applicant and the cost of remittance (including postage) or of realisation of cheque or draft sent by the Trust shall be borne by the applicant.

VII. Restrictions on sale and repurchase of units :

Notwithstanding anything contained in any provision of the scheme, the Trust shall not be under an obligation to repurchase units—

- (i) on such days as are not working days; and
- (ii) during the period when the register of unit holders is closed in connection with (as notified by the Trust) the annual closing of the books and accounts.

Explanation :

For the purposes of this scheme the term "working day" shall mean a day which has not been either (i) notified under the Negotiable Instruments Act, 1881, to be a public holiday in the State of Maharashtra or such other states where the Trust has its officers; or (ii) notified by the Trust in the Gazette of India as a day on which the office of the Trust will be closed.

VIII. Sale and Repurchase prices :

- (1) The sale and repurchase price of units during the period when units are sold and repurchased shall be at par.
- (2) In the event of a termination of the Scheme in the manner as specified in Clause XXV hereof the Trust shall determine the repurchase price by valuing the assets pertaining to the scheme as at the close of business on the date notified for termination reduced by the liabilities pertaining to the scheme and dividing them by the number of units outstanding and deducting therefrom such sum as in the opinion of the Trust is adequate to cover brokerage commission, taxes, if any, stamp duties and other charges in relation to realisation of investments by the Trust and other adjustments and the expenditure in connection with the closure and payment of the distribution to the unitholders of the assets in respect of the scheme. In such an event the repurchase prices shall in addition to the par value bear the other distributable component of the asset per unit arrived at by the Trust in a manner satisfactory to its auditors and as the Board may approve.

IX. Publication of final repurchase price

Upon termination of the scheme in the manner provided in clause XXV hereof the Trust shall as early as possible after determining the repurchase price publish it in such manner as it may deem fit.

X. Valuation of assets pertaining to this scheme

(1) For the purposes of valuation of the assets under sub-clause (2) of clause VIII of the assets shall be classified into; (a) cash (b) investments and (c) other assets.

(2) Investments shall be valued by taking :

- A. (a) the closing prices on the stock exchange as on the working day on which the valuation is made of the securities held by the Trust pertaining to this Scheme; Provided where security is quoted on more than one stock exchange, the manner of determining the price of such security shall be decided by the Trust.
- (b) where any investment was not, during the relevant period, dealt in, or quoted or any recognised stock exchange, such value as the Trust may, in the circumstances consider to be the fair value of such investment; and

B. adding thereto—

- (a) in the case of interest earning deposits, interest accrued but not received;
- (b) in the case of Government Securities and debentures, interest accrued but not received; and
- (c) in the case of preference shares and equity shares quoted ex-dividend and dividend declared but not received.

(3) Other assets shall be valued at their book value.

XI. Form of unit certificate

Unit Certificates shall be in Form A annexed hereto. Each unit certificate shall bear a distinctive number, the number of units represented by the certificate and the name of the unitholder.

XII. Manner of preparation of unit certificate

The unit certificates may be engraved or lithographed or printed as the Board of trustees may, from time to time, determine and shall be signed on behalf of the Trust by two persons duly authorised by the Trust. Every such signature may either be autographic or may be effected by a mechanical method. No unit certificate shall be valid unless and until it is so signed. Unit certificates so signed shall be valid and binding notwithstanding that, before the issue thereof, any person whose signature appears thereon may have ceased to be a person authorised to sign unit certificates on behalf of the Trust. Provided that should the unit certificate so prepared contain the signature of an authorised

person who however is dead at the time of issue of the certificate, the Trust may by a method considered by it as most suitable, cancel the signature of such a person appearing on the certificate and have the signature of any other authorised person affixed to it. The unit certificate so issued shall also be valid.

XIII *Trusts not to be recognized regarding unit certificates :*

- (1) The person who is registered as the holder and in whose name a unit certificate has been issued shall by the only person to be recognized by the Trust as the unitholder and as having any right, title or interest in or to such unit certificate and the units which it represents; and the Trust may recognize such unitholder as absolute owner thereof and shall not be bound by any notice to the contrary or to take notice of the execution of any trust or, save as herein expressly provided or as by some court of competent jurisdiction ordered, to recognize any trust or equity or other interest affecting the title to any unit certificate or the units thereby represented.
- (2) Where an application is made by an individual for the benefit of another individual who is mentally handicapped and accepted by the Trust, the Trust shall not be deemed to be taking notice of any trust. The Trust shall deal, for all purposes, under the Scheme with the applicant or the person mentioned as alternate applicant in the application form in the event of the applicant's death.

XIV. *Exchange of unit certificates and procedure when certificate is mutilated, defaced, lost, etc. :*

- (1) In case any unit certificate shall be mutilated or worn out or defaced, the Trust in its discretion, may issue to the person entitled a new unit certificate representing the same aggregate number of units as the mutilated or worn out or defaced unit certificate. In case any unit certificate should be lost, stolen or destroyed, the Trust may, in its discretion, issue to the person entitled a new unit certificate in lieu thereof. No such new unit certificate shall be issued unless the applicant shall previously have—
 - (i) furnished to the Trust evidence satisfactory to it of the mutilation, wearing out, defacement, loss, theft or destruction of the original unit certificate;
 - (ii) paid all expenses in connection with the investigation of the facts;
 - (iii) (in case of mutilation or wearing out or defacement) produced and surrendered to the Trust the mutilated or worn out or defaced unit certificates; and
 - (iv) furnished to the Trust such indemnity as it may require.

The Trust shall not incur any liability for issuing such certificate in good faith under the provisions of this clause.

- (2) Before issuing any certificate under the provisions of this clause, the Trust may require the applicant for the unit certificate to pay a fee of Rupees two per unit certificate issued by it together with a sum sufficient in the opinion of the Trust to cover stamp duty, if any, or other charges or taxes, including postal registration charges that may be payable in connection with the issue and despatch of such certificate.

XV *Register of unitholders :*

The following provisions shall have effect with regard to the registration of unitholders—

- (1) A register of the unitholder shall be kept by the trust at its Head Office and there shall be entered in the register;
 - (a) the names and addresses of the unitholders;
 - (b) the distinctive number of the unit certificate and the number of units held by every such person; and

(c) the date on which such person became the holder of the units standing in his name.

- (2) Any change of name or address on the part of any unitholder shall be notified to the Trust, which, on being satisfied of such change and on compliance with such formalities as it may require, shall alter the register accordingly. Any change pursuant to death of an applicant who has applied for units for the benefit of another individual who is a mentally handicapped person shall be entered in the register accordingly.
- (3) Except when the register is closed in accordance with the provisions in that behalf hereinafter contained, the register shall during business hours (subject to such reasonable restrictions as the Trust may impose but so that not less than two hours on each business day shall be allowed for inspection) be open to inspection by any unit-holder without charge.
- (4) The register will be closed at such times and for such periods as the Trust may from time to time determine provided that it shall not be closed for more than 60 days in any one year; the Trust shall give notice of such closure by advertisement in such newspapers as the Board may direct.
- (5) No notice of any trust express, implied or constructive shall be entered on the register in respect of any unit.

XVI. *Application by and registration of eligible institutions, minor, an Applicant for the benefit of a mentally handicapped person :*

- (1) An eligible institution may be registered as a unitholder.
- (2) An adult, being a parent, step-parent or, other lawful guardian of a minor (who is a physically/mentally handicapped person) may hold units and deal with them in accordance with and to the extent provided, in sub-section (2A) of Section 21 of the Act. Such adult if so required shall furnish to the Trust, in such manner as may be specified, proof of the age of the minor and the capacity to hold and deal with units on behalf of the minor. The Trust shall be entitled to act on the statements made by such adult in the application form without any further proof.
- (3) Where an application is made by an individual for the benefit of another individual who is a mentally handicapped person, the Trust shall act on the statements and certificates furnished and in doing so the Trust shall be deemed to be acting in good faith. The Trust shall be entitled to deal only with the applicant and in the event of his death, the alternate applicant for all practical purposes and any payment in respect of the units by the Trust to the said applicant or the alternate applicant shall be a good discharge to the Trust.
- (4) Applications by eligible institutions shall be accompanied by the relevant documents showing the applicants' competence to invest in units, such as Memorandum and Articles, Bye-laws etc. an authorised copy of the resolution by the managing body, and a copy of the requisite power of attorney.
- (5) A firm or other association of persons (not being incorporated) as such shall not be registered as a unitholder.

XVII *Receipt by unitholder to discharge Trust :*

The receipt of the unitholder for any moneys paid to him in respect of the units represented by the certificate shall be a good discharge to the Trust.

XVIII. *Nomination by unitholder and agents :*

- (1) Unitholder viz.
 - (i) elderly persons
 - (ii) widows
 - (iii) physically handicapped persons as defined under the scheme may exercise the right to make or cancel a nomination to the extent provided in the Regulations.

- (2) A unitholder while making a nomination if he so desires may nominate more than one individual as nominees, but in no case exceeding 3 individuals and shall specify the number of units in respect of which he wished to make each of them a beneficiary. In the absence of such mention the nominees shall be deemed to share the benefit equally. The Trust shall be fully discharged in recognising the claim of the nominees, in the event of the death of the unitholder, to the exclusion of all others subject to the provisions in the Regulations.
- (3) Unitholders viz a parent/lawful guardian on behalf of a minor, an eligible institution, an applicant who has applied for units for the benefit of another individual who is a mentally handicapped person shall have no right to make any nomination.

XIX. *Transfer of units :*

No transfer of units issued under this Scheme shall be permissible.

XX. *Death or bankruptcy of a unitholder :*

- (1) In the event of death of a unitholder, the nominee/s shall be the person/s recognised by the Trust as the person/s entitled to the amount payable by the Trust in respect of units under the Regulations.
- (2) In the absence of a valid nomination by a unit holder, the executor or administrators of the deceased unitholder or a holder of succession certificate issued under Part X of the Indian Succession Act, 1925 (39 of 1925) shall be the only persons who may be recognised by the Trust as having any title to the unit.
- (3) Any person becoming entitled to the units consequent upon the death or bankruptcy of a unitholder may, upon producing such evidence as to his title as the Trust shall consider sufficient, be paid the repurchase value of all units to the credit of the deceased at par after all the formalities in connection with the claim have been complied with by the claimant.
- (4) In the event of the sole nominee under the unit certificate being a person eligible to hold units then at the desire of the said nominee, the nominee may instead of receiving the repurchase value of all units to the credit of the deceased shall be permitted to hold the units as a unitholder and continue to remain registered as a unitholder and shall be issued a unit certificate in his name in respect of units so desired to be held subject to the conditions regarding minimum holdings.
- (5) In the event of the death of the applicant who has applied for units for the benefit of a Mentally handicapped person, the Trust shall deal with the alternate applicant as if he were the applicant. Further, in the event of the death of the applicant or the alternate applicant, as the case may be, the existing applicant shall appoint another individual as his alternate applicant.

XXI. *Investment limits :*

- (1) Investments by the Trust from the funds of the scheme in the securities of any one company shall not exceed 15% of the securities issued and outstanding of such companies.

Provided that the aggregate of such investments in the capital initially issued by new industrial undertakings shall not at any time exceed 5% of the total amount of the said funds.

- (2) The limits prescribed under sub-clause (1) shall not apply to investments of the Trust in bonds and debentures and deposits of a company whether secured or not.

XXII. *Income Distribution :*

- (1) The Income Distribution under the scheme which shall be at a rate of 12% per annum and made payable on a monthly basis shall be subject to revision by the Trust based upon the income of the scheme.
- (2) The Income Distribution for each month shall be made payable at the beginning of the following

month and will be paid by the Trust under such pre-payment arrangements by means of Income Distribution warrants or any instrument encashable at par at the branches of such bank as the Trust may specify.

Such of those units as have been sold under an application accepted by the Trust on/or before the 15th day of the month shall alone be eligible for Income Distribution for that month.

- (3) Provided that the Income Distribution for the months November, December 1983, January, February, March 1984 shall be forwarded to the unitholder alongwith the post dated Income Distribution Warrant for the months April, May, June 1984.

Provided further that the Income Distribution for the first five months, or as the case may be, shall be distributed to the unitholders while distributing the dividend for the year ended 30th June, 1984, and such distribution shall be at a rate equivalent to 12% per annum depending upon the month of acquisition of units and other relevant factors. The Board of Trustees, however reserves the right to declare an interim dividend for the purpose.

- (4) Subject to the provisions of sub-clause (2), the warrants for payment of income distribution on a monthly basis will be sent to the unitholder once a year and the warrants will be so dated that the unitholder shall encash each one of the warrants on becoming mature for payment. Every warrant shall have validity for three months. The Trust shall not be bound to pay interest in the event of any of the warrants not reaching the unitholders before the expiry of the validity period or in the event of their becoming stale.
- (5) In the event of a repurchase which shall always be in full, the unitholder upon non-surrender of unpaid warrants shall be entitled to encash these warrants which are due for the subsequent months and remaining in the custody of the unitholders on the dates of maturity and the amount represented by such Income Distribution warrants shall be deducted from the repurchase proceeds.
- (6) In the event of the death of the unitholder if the sole nominee is eligible to hold units and desires to continue to hold the units, then the sole nominee shall be bound to return all the unencashed warrants for the further months for necessary rectification. However, such a nominee desiring to continue to hold the units shall not be entitled to any interest or any compensation during the period it takes the Trust to rectify the warrants already issued in favour of the deceased unitholder to those in favour of the newly admitted unitholder.
- (7) In the event of the death of an applicant where the application is made by an individual for the benefit of another individual who is a mentally handicapped person, the alternate applicant shall be bound to return all the unencashed Income Distribution warrants for future months for necessary rectification. However such alternate applicant shall not be entitled to any interest or any compensation during the period it takes the Trust to rectify the warrants already issued in favour of the deceased applicant to those in favour of the newly admitted applicant.
- (8) Notwithstanding anything contained in the foregoing sub-clause the Trust reserves its right to make the Income Distribution on a quarterly half yearly or annual basis as the case may be, should be reasons of expediency cost, interest of unitholders and other circumstances make it necessary for the Trust to do so. In such an event the Trust shall notify the unitholders by a publication in two leading English language daily newspapers. No unitholder shall have a right to claim Income Distribution on monthly basis after the Trust makes a notification as above.

XXIII. *Publication of Accounts :*

The Trust shall as soon as may be after the 30th June of each year cause to be published in such manner as the Board may decide, accounts in the manner specified by the Board, showing the working of the scheme during the period

ending as of that date. The Trust shall, on a request in writing received from a unitholder, furnish him a copy of the accounts so published.

XXIV. Additions and Amendments to scheme :

The Board may from time to time add to or otherwise amend this scheme and any amendment/addition thereof will be notified in the Official Gazette.

XXV. Termination of the Scheme :

The Scheme shall stand terminated as of 1st January, 1989. All unitholders of the scheme as of that date shall be paid the repurchase price fixed for that date arrived at as nearly as practicable in the manner provided in Clause VIII(2) hereof. Thereafter, no further benefit, whether by way of increase in the repurchase value or by way of Income Distribution for any period subsequent to 31st December, 1988 shall accrue to them. The repurchase value will be paid by the Trust as early as possible after the unit certificate with the form on the reverse thereof duly completed has been received by it. The unit certificate shall be retained by the Trust for cancellation.

XXVI. Scheme to be binding on unitholders :

The terms of this scheme, including any amendments/additions thereto from time to time, shall be binding on each unitholder and every other person claiming through him as if he had expressly agreed that they should be so binding.

XXVII. Benefits to the unitholders :

All benefits accruing under the scheme in respect of capital and reserves and surpluses if any at the time of the closure of the scheme shall be available only to the unitholders who hold the units for the full term of the scheme till its closure.

XXVIII. Copy of Scheme to be made available :

A copy of this scheme incorporating all amendments thereto shall be made available for inspection at the offices of the Trust at all times during its business hours and may be supplied by the Trust to any person on application and payment of rupees five.

XXIX. Power to construe provisions :

Should any doubt arise as to the interpretation of any of the provisions, Chairman or in his absence the Executive Trustee shall have powers to construe the provisions of the scheme, in so far such construction is not in any manner prejudicial or contrary to the basic structure of the Scheme and such decision shall be conclusive.

XXX. Relaxation/variation/modification of provisions :

The Chairman or in his absence the Executive Trustee of the Trust may in order to mitigate hardship or for smooth and easy operation of the Scheme, relax, vary or modify any of the provisions of the scheme in case of any unitholder or class of unitholders upon such conditions as may be deemed expedient.

FORM A

EMBLEM

UNIT TRUST OF INDIA

(Incorporated under the Unit Trust of India Act, 1963)

MONTHLY INCOME UNIT SCHEME—(2) 1983

(CLAUSE XI)

UNIT CERTIFICATE NO.

NO. OF UNITS

This is to certify that the person named in this Certificate is the Registered Holder of

Units, each of the face value of Rupees One Hundred, subject to the provisions of the Unit Trust of India Act, 1963 (52 of 63), the Regulations framed thereunder and the Monthly Income Unit Scheme 1983.

Name

For the Unit Trust of India

Date : Chairman Trustee

Not Transferable

FORM OF APPLICATION FOR REPURCHASE OF ALL UNITS

Date :

To

Unit Trust of India,

I/We offer to the Trust for repurchase at the repurchase price on the Acceptance date all units comprised in the certificate.

The price of the units may be paid to me/us by* cash/cheque/bank draft at my/our cost.

Signature/s of holder(s)

1.

2.

Signature of witness

Name.....

Occupation.....

Address.....

.....

.....

.....

Signature of witness

Name.....

Occupation.....

Address.....

.....

.....

.....

Acceptance date

*Delete words inapplicable.

A. P. KURIAN
General Manager
(Planning & Development)

